

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. BML MOTORS, INC.,)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.: CIV-14-304-L
)	
1. COLUMBIA NATIONAL INSURANCE)	
COMPANY, a foreign for-profit Insurance)	
Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiff, BML Motors, Inc., is an Oklahoma corporation incorporated and organized under the laws of the State of Oklahoma.

2. Defendant, Columbia National Insurance Company, is a foreign for-profit insurance corporation incorporated and organized under the laws of the State of Nebraska.

3. The principal place of business for Defendant, Columbia National Insurance Company, is Columbia, Missouri.

4. The Defendant, Columbia National Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. The Plaintiff, BML Motors, Inc., is an Oklahoma corporation with its principal place of business located at 3201 S. Council Road, Oklahoma City, Oklahoma.

6. This action is not related to any other case filed in this court.

B. Jurisdiction

7. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs

C. Facts

8. At all times material hereto, the Plaintiff, BML Motors, Inc. was insured under the terms and conditions of a business property insurance policy, policy number CPSOK0000028462, issued by the Defendant, Columbia National Insurance Company.

9. At all times material hereto, the Plaintiff, BML Motors, Inc. complied with the terms and conditions of its insurance policy.

10. On or about May 31, 2013, the Plaintiff, BML Motors Inc. sustained damage from wind and hail as a result of a tornado. As a direct result of the tornado, Plaintiff, BML Motors Inc., sustained damages to its building, related structures and business personal property.

11. Tornado, wind and hail are covered perils and are not limited or otherwise

excluded pursuant to the terms and conditions of Plaintiff's business property insurance policy.

D. Count I Breach of Contract

12. Plaintiff, BML Motors, Inc., hereby asserts, alleges and incorporates paragraphs 1-11 herein.

13. The property insurance policy number CPSOK0000028462, issued by the Defendant, Columbia National Insurance Company, was in effect on May 31, 2013.

14. Plaintiff, BML Motors Inc., timely filed its claim with the Defendant, Columbia National Insurance Company. Defendant, Columbia National Insurance Company, assigned an adjuster to Plaintiff's claim and the Defendant inspected Plaintiff's damaged property in June of 2013. At the conclusion of the property inspection, Defendant's assigned adjuster, Dan Connell, informed Plaintiff that he would get back with Plaintiff upon completing the adjustment of Plaintiff's claim. As of this court filing, neither the Defendant, Columbia National Insurance Company, or its assigned adjuster has contacted, e-mailed, called, corresponded with or otherwise communicated with Plaintiff, BML Inc., regarding its claim.

15. In approximately February of 2014, the Plaintiff again contacted the Defendant, Columbia National Insurance Company, regarding the status of its claim. Plaintiff, BML Motors, Inc., also forwarded photographs of its damaged

real and personal property as well as an inventory documenting damages to its business personal property in the amount of \$114,756.56 to Defendant. Plaintiff was once again instructed that the Defendant would be in contact regarding Plaintiff's claim. As of the date of this filing, Plaintiff has not received any contact, correspondence, e-mail, phone calls or any communications from Defendant Columbia National Insurance Company or its assigned adjuster.

16. The acts and omissions listed in paragraphs 1-15 above, as well as Defendant Columbia National Insurance Company's unreasonable failure to investigate, evaluate and make payment on Plaintiff's claim, constitute a breach of contract for which contractual damages including costs and attorney fees are hereby being sought.

E. Count II Bad Faith

17. Plaintiff, BML Motors, Inc., hereby asserts, alleges and incorporates paragraphs 1-16 herein.

18. The acts and omissions of the Defendant, Columbia National Insurance Company, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

19. Defendant, Columbia National Insurance Company, acted unreasonably, outside of insurance industry standards, and breached its contract in bad faith by

not contacting, e-mailing, corresponding or communicating with Plaintiff regarding its claim.

20. Defendant, Columbia National Insurance Company, acted unreasonably, outside of insurance industry standards and breached its contract in bad faith by failing to adopt, implement and/or otherwise follow good faith claims handling guidelines regarding communication, investigation, evaluation and timely payment of first party claims.

21. Defendant, Columbia National Insurance Company, acted unreasonably, outside of insurance industry standards and breached its contract in bad faith for failing to reasonably and timely complete an investigation of Plaintiff's claim and failure to timely and properly adjust and issue claim payments to the Plaintiff for covered damages to its real and personal business property.

F. Count III Punitive Damages

22. Plaintiff, BML Motors, Inc. hereby asserts, alleges and incorporates paragraphs 1-21 herein.

23. The unreasonable conduct of the Defendant, Columbia National Insurance Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff for which punitive damages are hereby sought.

G. Demand for Jury Trial

24. The Plaintiff, BML Motors, Inc., hereby requests that the matters set forth herein be determined by a jury of its peers.

H. Prayer

25. Having properly pled, the Plaintiff, BML Motors, Inc., hereby seeks contractual, bad faith and punitive damages against the Defendant, Columbia National Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

Michael D. McGrew, OBA# 013167

Michael D. McGrew & Associates, PC

400 N. Walker, Suite 115

Oklahoma City, Oklahoma 73102

(405) 235-9909 Telephone

(405) 235-9929 Facsimile

mcgrewslaw@yahoo.com

ATTORNEYS FOR THE PLAINTIFFS